

VIII of the First Amended Complaint, insofar as they are directed toward this defendant; this defendant denies knowledge or information sufficient to form a belief as to the remaining allegations contained in said Paragraphs.

**ANSWERING COUNT IX  
(PUNITIVE DAMAGES AS TO BARO SHIPPING, BARO SHIPPING'S U.S. AGENTS,  
PETER & FRANK, KIM, 3 WIN, MERCURY AND HONG)**

28. The allegations contained in this Count IX of the First Amended Complaint are not directed toward this defendant and therefore require no answer; to the extent that any such answer is required, this defendant denies the allegations contained in said Count IX of the First Amended Complaint.

**FIRST AFFIRMATIVE DEFENSE**

This defendant properly performed all of its duties in connection with any of the matters set forth in the First Amended Complaint and is not guilty of any negligent act or omission in regard to such matters.

**SECOND AFFIRMATIVE DEFENSE**

This defendant performed certain warehousing services in regard to some goods which may pertain to this matter, all at the specific instruction of plaintiff's agent, defendant American International Line, Inc., with no fault, breach of contract, or other culpable conduct or omission on the part of this defendant.

**THIRD AFFIRMATIVE DEFENSE**

This defendant incorporates herein all of the terms of warehouse receipts or other documents or contracts, including pertinent time limitations, limits of liability, claim notification requirements, and all other defenses contained therein.

**FOURTH AFFIRMATIVE DEFENSE**

If plaintiff suffered losses as alleged in the First Amended Complaint, then such losses were brought about by the culpable conduct, negligence, omissions, and/or intentional conduct of others for whose acts or omissions this defendant is not responsible.

**FIFTH AFFIRMATIVE DEFENSE**

The First Amended Complaint fails to state a claim upon which relief may be granted as against this defendant.

**SIXTH AFFIRMATIVE DEFENSE**

The First Amended Complaint fails to state a claim for punitive damages upon which relief may be granted as against this defendant.

**SEVENTH AFFIRMATIVE DEFENSE**

If plaintiff sustained damages as a result of the matters alleged in the First Amended Complaint, then such damages were brought about by plaintiff's own culpable conduct or failure to maintain proper security to prevent a loss such as that which is alleged in the First Amended Complaint.

By reason thereof, the First Amended Complaint should be dismissed, or plaintiff's recovery, if any, must be reduced in proportion to plaintiff's own neglect, want of care, or other culpable conduct or omission.

**EIGHTH AFFIRMATIVE DEFENSE**

This Honorable Court lacks personal jurisdiction over this defendant.

**NINTH AFFIRMATIVE DEFENSE**

This Honorable Court lacks subject matter over the matters alleged in the First Amended Complaint.

**TENTH AFFIRMATIVE DEFENSE**

This matter is brought in an improper venue in that this defendant did not perform any services within the State of New York in connection with any of the matters alleged in the First Amended Complaint, and that this defendant maintains no office or place of business within the State of New York.

**ELEVENTH AFFIRMATIVE DEFENSE**

This District is an inconvenient venue within the meaning of 28 U.S.C. §1404, by reason of which the venue of this matter should be transferred to the District of New Jersey.

**TWELFTH AFFIRMATIVE DEFENSE**

The First Amended Complaint is barred by the applicable Statute of Limitations.

**CROSSCLAIMS AGAINST ALL CO-DEFENDANTS**

If the plaintiff was caused to sustain damages at the time and place set forth in the plaintiff's First Amended Complaint by reasons other than plaintiff's own carelessness, recklessness, negligence and/or acts of omission or commission, then said damages were sustained by reason of the carelessness, recklessness, negligence and/or acts of omission or commission, and/or breach of warranty and/or breach of contract by, and/or strict liability of all co-defendants, their agents, servants and/or employees; and if any judgment is recovered herein by the plaintiff against the defendant, Korea Express U.S.A., Inc., thereby, then the co-defendants are or will be responsible in whole or in part therefore.

By reason of the foregoing, the co-defendants will be liable to this answering defendant in the event and in the full amount of a recovery by the plaintiff, or for such proportion thereof caused by the relative responsibility of the co-defendants for all or any part of any verdict or judgment plaintiff may recover against this defendant.



By reason of plaintiff's suit and action, this answering defendant has incurred and will incur liability for costs, disbursements and counsel fees, all to its special damage, and the co-defendants will be bound to indemnify this answering defendant for any and all counsel fees, costs of investigation, and disbursements.

**WHEREFORE**, defendant, Korea Express U.S.A., Inc., sued herein as Korea Express USA, demands judgment dismissing the First Amended Complaint herein as to said answering defendant, together with costs and disbursements, and further demands that the ultimate rights of said answering defendant and all co-defendants among themselves be determined in this action, and that said answering defendant have judgment over and against all co-defendants for all or that portion of any verdict which may be obtained herein by the plaintiff against said answering defendant, to the extent that the responsibility of all co-defendants contributed thereto, plus all attorneys' fees and the costs and disbursements of this action; and such other and further relief as this Court deems just and proper.

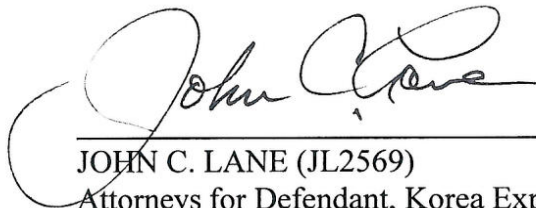
**DEMAND FOR TRIAL BY JURY**

Defendant, Korea Express U.S.A., Inc., sued herein as Korea Express USA, demands trial by jury as to all triable issues of fact.

Dated: New York, New York  
August 1, 2008

Yours, etc.

LAW OFFICES OF JOHN C. LANE

A handwritten signature in black ink, appearing to read "John C. Lane", is written over a horizontal line.

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